

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

CHRISTOPHER SMITH,

Plaintiff,

-against-

CITY OF NEW YORK; Police Officer SCOT KASHINSKY,
Shield No. 21885, Police Officer GAETJEANS DOXY, Shield
No. 13488, Police Officer LAUREN SHEPHERD, Shield No.
06524, Sergeant MIGUEL FIGUEROA, Shield No. 18688,
Sergeant JASON ZEIKEL, Shield No. 11696, and JOHN and
JANE DOE 1 through 10, in their official capacity (the names
John and Jane Doe being fictitious, as the true names are
presently unknown),

Defendants.

**STIPULATION AND
ORDER OF DISMISSAL**

12-CV-4971 (ARR) (RER)

WHEREAS, the parties have reached a settlement agreement and now desire to resolve the remaining issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, that

1. The above-referenced action is hereby dismissed with prejudice; and

2. Notwithstanding the dismissal of this action in accordance with this agreement, the District Court shall continue to maintain jurisdiction over this action for the purpose of enforcing the terms of the settlement agreement reached between the parties and set forth in the Stipulation of Settlement executed by the parties in this matter.

Robert Marinelli Law
Attorney for Plaintiff
299 Broadway, Suite 1501
New York, NY 10007
(212) 822-1427

By: _____

Robert Marinelli
Attorney for Plaintiff

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
*Attorney for Defendants City of New York,
Police Officer Kashinsky, Police Officer
Doxy, Police Officer Shepherd, Sergeant
Figueroa, and Sergeant Zeikel*
100 Church Street, Rm. 3-167a
New York, New York 10007

By: _____

David de la Garza Bassett
*Special Assistant Corporation Counsel
Attorney for Defendants*

SO ORDERED:

Dated: New York, New York
_____, 2013

HON. ALLYNE R. ROSS
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
CHRISTOPHER SMITH,

Plaintiff,

**STIPULATION OF
SETTLEMENT**

-against-

12-CV-4971 (ARR) (RER)

CITY OF NEW YORK; Police Officer SCOT KASHINSKY,
Shield No. 21885, Police Officer GAETJEANS DOXY,
Shield No. 13488, Police Officer LAUREN SHEPHERD,
Shield No. 06524, Sergeant MIGUEL FIGUEROA, Shield
No. 18688, Sergeant JASON ZEIKEL, Shield No. 11696, and
JOHN and JANE DOE 1 through 10, in their official capacity
(the names John and Jane Doe being fictitious, as the true
names are presently unknown),

Defendants.

-----X
WHEREAS, plaintiff commenced this action by filing a complaint on or about
October 4, 2012, alleging that the defendants violated plaintiff's federal civil and state common
law rights; and

WHEREAS, defendants City of New York, Officer Scot Kashinsky, Officer
Gaetjeans Doxy, Officer Lauren Shepherd, Sergeant Miguel Figueroa, and Sergeant Jason Zeikel
have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation,
without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiff has authorized his counsel to settle this matter on the terms
set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by
and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against defendants, with prejudice, and without costs, expenses, or attorneys' fees in excess of the amount specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiff Christopher Smith the sum of Eleven Thousand (\$11,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against the defendants and to release the defendants and any present or former employees and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action alleging a violation of plaintiff's civil rights and any and all related state law claims, from the beginning of the world to the date of the General Release, including claims for costs, expenses, and attorneys' fees.

3. Plaintiff shall execute and deliver to defendant City of New York's attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph 2 above and an Affidavit of Status of Liens. If Medicare has provided payment and/or benefits for any injury or condition that is the subject of this lawsuit, prior to tendering the requisite documents to effect this settlement, plaintiff shall have notified Medicare and shall submit with the settlement documents a Medicare final demand letter for conditional payments. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26.

4. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any

other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules or regulations of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. Plaintiff agrees to hold harmless defendants regarding any liens or past and/or future Medicare payments, presently known or unknown, in connection with this matter. If conditional and/or future anticipated Medicare payments have not been satisfied, defendants reserve the right to issue a multiparty settlement check naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.

7. This Stipulation of Settlement contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation of Settlement regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
March 7, 2013

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(212) 822-1427

By: _____

Robert Marinelli
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